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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

NORIEL ADRICULA,

Plaintiff,

v.

PNC BANK NATIONAL ASSOCIATION,
and DOES 1-10, inclusive,

Defendant(s).

CASE NO.: 5:14-CV-02222 EJD

[The Honorable Edward J. Davila]

**STIPULATED DISMISSAL WITH
PREJUDICE PURSUANT TO FED. R. OF
CIV. P. 41(a)(1)(A)(ii)**

Action Filed: 04/01/14.

TO THE HONORABLE JUDGE EDWARD J. DAVILA: Plaintiff, Noriel Adricula (hereinafter, the "Plaintiff") and PNC BANK NATIONAL ASSOCIATION, (hereinafter, the "Defendant") (or, referred to collectively as the "Parties"), by and through their respective attorneys of record, hereby stipulate to the dismissal of this action with prejudice pursuant to FRCP Rule 41 (a)(1)(A)(ii). Pursuant to Rule 41(a)(1)(A) (ii), a "plaintiff may dismiss an action without court order by filing . . . a stipulation signed by all parties who have appeared."¹

¹ Voluntary dismissals filed pursuant to this rule allow the parties to bypass the court and effectuate dismissals without court order. Thus, a properly filed stipulated dismissal made pursuant to Rule 41(a)(1)(ii) is effective automatically and does not require judicial approval. See, e.g., Hester Indus., Inc. v. Tyson Foods, Inc., 160 F.3d 911, 916 (2d Cir. 1998) and cases cited therein.)

RECITALS

1. On April 1, 2014, Plaintiff filed this case in the Superior Court, County of Santa Clara, with case number 114CV263046 assigned. (Hereinafter, the "Action.")
2. On May 14, 2014, Defendant filed a Notice of Removal and removed the Action to the instant court.
3. On June 3, 2014, and July 8, 2014, Plaintiff and Defense counsel participated in ADR phone conferences.
4. On or about September 1, 2014, the Parties agreed in principal to a settlement.
5. Accordingly, the undersigned Parties hereby represent that they have entered into a settlement agreement which has resolved all controversies to their mutual satisfaction.

WHEREFORE, the Parties hereby agree to dismiss the instant case with prejudice pursuant to Rule 41(a)(1)(A)(ii) with each party to bear their own attorneys' fees and costs in accordance with the terms of the Agreement between the Parties.

The Clerk shall close this file.

Dated: September 16, 2014

FARSAD LAW OFFICE, P.C.

/s/ Arasto Farsad

By: Arasto Farsad
Attorneys for Plaintiff
NORIEL ADRICULA

Dated: September 16, 2014

WOLFE & WYMAN LLP

/s/ Meagan S. Tom

By: Meagan S. Tom
Meagan S. Tom
Attorneys for Defendant
PNC BANK, N.A. (erroneously sued as "PNC BANK
NATIONAL ASSOCIATION")

1 I hereby attest that I have on file all holographic signatures corresponding to any signatures
2 indicated by a conformed signature (/S/) within this e-filed document

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